

Learn to Swim Enrolment Terms and Conditions

The facility refers to the Angelo Anestis Aquatic Centre (AAAC) which is owned by Bayside Council. This document outlines the rights and responsibilities that you have regarding entering into a Learn to Swim (LTS) Lesson Enrolment at AAAC.

1. Access to Centre and Lessons

1.1 Student access cards are issued to each enrolled student and each student must present and scan the access card at reception prior to entry into the Centre. Entry will not be permitted without a current valid enrolment.

1.2 Students must be supervised by an adult guardian when entering and whilst inside the Centre.

1.3 Access cards remain the property of Bayside Council and must be returned following cancellation of enrolment. Lost or stolen access cards must be reported to the Centre immediately to be deactivated and a replacement fee of \$7.50 will apply.

1.4 Student access to the Centre for LTS lessons is permitted up to 2 hours prior to the lesson start time and until 15 minutes after the lesson start time. For each family of student/s enrolled into lessons, up to 2 parents/guardians can be permitted access with the student/s entry. If any parents/guardians wish to swim recreationally whilst accompanying a student, they must pay the applicable entry fees. Any additional persons entering to swim or spectate are required to pay entry fees.

1.5 Current enrolled LTS students gain free swim entry access outside of their LTS lesson timeframe. For students under 6 years old, one adult guardian must accompany the student and remain within arm's reach, and the adult guardian will gain access free of charge. For enrolled students 6 years and over, parents/guardians must pay the relevant swim or spectator entry fee.

1.6 It is the duty of the parent/guardian to ensure the student arrives to lessons on time. No credits or refunds will be provided due to delays entering through reception or class location.

1.7 Students arriving late to lessons can disrupt the class and students may be denied access to a lesson if more than 15 minutes late. No credits or refunds will be provided.

2. Class changes and cancellations

2.1 AAAC reserves the right to cancel/reschedule classes as required.

2.2 As enrolment reserves a student's placement in a class, suspensions are not available.

2.3 Classes may be cancelled by AAAC due to service interruptions, instructor unavailability or illness. Where lessons are cancelled in full and in advance, a full lesson credit will apply, redeemable towards the following Direct Debit.

2.4 AAAC maintains pool water quality in line with state government and industry requirements. At times, pools may be closed at short notice to treat the pool water following water quality incidents or equipment failures. Where a lesson has commenced and the pool requires to be closed, lessons may be moved to alternate locations within the Centre. If the class is cancelled after the lesson commences, a partial credit or Make-Up lesson may be applied.

2.5 Lessons are booked on a timeslot basis and instructors are subject to change without notice. While we endeavour to provide consistency with instructors, we cannot guarantee an instructor from lesson to lesson. Please note refunds and credit will not be given as a result of lane or instructor changes.

2.6 Class occupancy is a consideration in determining opening new classes or cancelling or merging existing classes. In the event that your chosen class is cancelled or merged, you will be notified, and staff will attempt to transfer the students to an alternate class.

3. Cancellation or change of LTS enrolment

3.1 Cancellation of enrolment must be made by written request via email or in writing. Any direct debit that falls within the 7 days following the cancellation notification date will be charged in full. The pre-paid lessons can still be attended by the student. AAAC will respond to cancellation requests within 7 days of its receipt. If written notice is not received, perpetual direct debits will continue.

3.2 Cancellation of enrolment and any subsequent refund may be considered on a case by case basis in the event of long term illness or injury. Notice must be made in writing and in advance of future lessons.

3.3 Any amounts owed on the students account must be paid prior to the cancellation becoming effective.

3.4 Council may at its discretion cancel an enrolment.

3.5 Holiday Program Enrolments are charged on a week-long program and are not eligible for refunds or credits.

4. Fortnightly direct debits and payments

4.1 All enrolled LTS lessons are charged via direct debit on a fortnightly basis through the family account holders nominated bank account or credit card. An initial upfront pro rata payment is required upon enrolling as lessons are paid in advance.

4.2 Council reviews and updates fees and charges annually. Direct debit fees are subject to change on or after 1 July each year. Updated fees and charges can be found on Bayside Council website.

4.3 Family account holders for the enrolled LTS student must notify Council of any changes to their account details. This can be done in person, over the phone or can be updated by the account holder directly via the online portal.

4.4 A fee of \$7.50 applies for any failed/defaulted direct debit payments. This will automatically apply to the account.

4.5 Outstanding amounts owed on the family account must be paid prior to the next lesson. Access to the Centre may be denied if there is outstanding amounts on the family account. Outstanding payments can be made in person, over the phone or can be paid by the account holder directly via the online portal.

4.6 All bank fees and related charges are the responsibility of the family account holder.

4.7 The LTS program is an all year-round program with a short break over Christmas and New Year. Dates will vary from year to year and families will be notified by email prior to the break. Student lessons and subsequent direct debits will recommence automatically for when the LTS program commences in the new year. A pause on direct debits will be applied to the students account for the relevant period.

4.8 No lessons will be held on public holidays and charges will not apply. Direct debit amounts will be automatically adjusted if a lesson falls on a public holiday.

4.9 Enrolments may be cancelled by Council following two consecutive failed/defaulted direct debit payments and no contact and payment made from the family account holder.

5. Make-Up Lessons

5.1 AAAC LTS program operates using a Make-Up Lesson process. If a student is unable to attend a future lesson, a lesson absence can be processed on the students account via the online portal up to 2 hours prior to the lesson start time. A Make-Up Lesson will automatically be applied to the students account to redeem towards a future LTS lesson. A maximum of 8 lesson absences can be processed for a maximum of 8 Make-Up lessons to be redeemed per calendar year or per LTS level.

5.2 Available make-up lessons are forfeited if not redeemed at the end of the calendar year or at cancellation of enrolment or upon LTS level progression. It is recommended that available make-up lessons be used prior to these expiry situations.

5.3 Make-up lessons are subject to availability and are not guaranteed. No credits or refunds will be provided for lesson fees for unused make-up lessons.

5.4 Make-up lessons are non-transferrable and not redeemable for cash or credit.

5.5 Make-up lessons will not be provided if the lesson absence is not marked off within the online portal at least 2 hours prior to the scheduled lesson.

5.6 The Primary Parent nominated on the Student account is responsible for marking the future lesson absent within the online portal. AAAC staff will not administer on behalf of the Primary Parent.

5.7 Once a make-up lesson is booked it is unable to be marked absent again. If the booked make-up lesson is not attended, it is forfeited.

5.8 Make-up lessons can be booked up to 7 days in advance. Once a make-up lesson is booked, it cannot be changed. If a lesson is marked absent and the make-up is booked back in for the same lesson that was marked absent, then this will count as a make-up lesson used.

6. Student illness and water quality rules

6.1 Children, parents, and guardians are asked to refrain from attending lessons if suffering from an infectious condition (e.g. ear & eye infections, gastrointestinal infections, diarrhoea, cold sores, coughs, infectious runny noses, green discharge, open sores, rashes, or foot infections.)

6.2 If a member presents with any of the above conditions, they may be asked not to participate in the lesson.

6.3 Help us maintain clean pool water and keep our pools open by following these simple rules:

- Avoid eating 30 minutes before swimming: vomits require the pool to close for treatment and impact on the Learn to Swim program and other Centre users.
- Stay at home if unwell: to prevent spreading illness do not visit the Centre if you or your child is experiencing cold or flu symptoms or have had vomiting or diarrhoea in the past two weeks.
- Do shower before entering the pool: keep the pool clean by showering and washing thoroughly with soap before entering the pool.

• Don't swallow pool water: to prevent any potential health issues, avoid swallowing pool water.

• Non-toilet trained infants or persons with incontinence issues: if your child is not yet toilet trained or has incontinence issues, consider the following points to prevent spreading germs:

- Use the toilet before entering the pool.
- Make sure to wear swim nappies and tight-fitting waterproof pants.
- Dispose of swim nappies in the bins provided in each bathroom & properly clean your hands.
- Change nappies on a regular basis.

7. During your child's lesson

7.1 Parents and guardians are to observe their child's lesson from seating around the pool. Please do not come up to your child whilst they are in lesson unless requested by staff. Only infant classes allow parents/guardians in the water participating in the lesson.

7.2 Parents/guardians must be present immediately at the completion of lessons to collect their child.

7.3 Students are expected to listen and behave during lessons. Disruptive and unsafe behaviour will be addressed by LTS staff and

students may be removed from the lesson for repeated offences.

7.4 If you wish to speak to the LTS Instructor about anything, please direct your questions to the on-deck staff member. Our teacher's time with the students is very important to us and therefore questions and discussions are best suited to the on deck staff member to allow quality teaching time.

7.5 Swim Assessments are conducted on a regular basis, generally every 4-5 weeks. Pool deck staff will provide feedback to parents and students on further required skills and progression status following assessments.

7.6 For the safety and privacy of all patrons, taking photos and videos (including the use of phone cameras) is prohibited within the Centre without Management approval.

8. Supervision

8.1 Children need to be adequately supervised whilst in the Centre. AAAC is affiliated with the Royal Life Saving Society and adopts their Keep Watch Policy within Aquatic Centers.

8.2 0-5 year olds & non-swimmers: must wear a yellow wristband and be within arm's reach at all times. Child to adult guardian ratio is 1:1.

8.3 6-10 years olds & weak swimmers: must be actively and closely supervised at all times.

8.4 11-15 year olds: maintain visual contact.

9. Limited liability

9.1 Parents and Guardians are responsible for their decision to allow their child to participate in swim lessons. It is their responsibility to seek and implement medical advice if there are any aspects of their child's physical condition which may impact their capacity to participate in swimming lessons.

9.2 To the maximum extent permitted by law, Bayside Council, its contractors, agents and employees will not be held responsible for any loss, damage or theft of property belonging to any person occurring on the Centre's premises.

9.3 To the maximum extent permitted by law, Bayside Council its contractors, agents and employees will not be held responsible for any personal injury, illness or death resulting from the use of the facility and/or equipment or programs provided in the Centre.

10. Change of terms and conditions, rules and regulations

10.1 The facility may add to, change, or remove program or entry terms, conditions, rules and regulations, including but not limited to the services and facilities offered at the facility from time to time. Any such change will be made available through the website or upon request.

10.2 Bayside Council reserves the right to change the fees we charge for our services. You will be given a minimum of 30 days' notice about any fee changes.

11. Privacy

11.1 Bayside Council acknowledges and respects the privacy of individuals. The information that is being collected on this document is for the purpose of processing your Membership contract.

The intended recipients of this information are Bayside Council and its authorised staff. You will receive communications from Bayside Council from time to time updating you on items relating to your Membership, or promotions. Bayside Council uses a range of mediums to communicate with members including, but not restricted to, direct mail, email, SMS and telephone. If you do not wish to have your information that is contained in this document used for this purpose, please advise us; You have the right to access and alter personal information, in accordance with the Privacy and Personal Information Protection Act 1988 (NSW).